

REMARKS

Claims 1-5, 7-13, 15-21, and 23-49 are pending. Claims 1-5, 7-13, 15-21, and 23-49 are rejected.

35 U.S.C. § 102(e)

Claims 1-5, 7-13, 15-21, and 23-49 stand rejected under 35 U.S.C. 102(e) as being unpatentable over U.S. Patent 6,347,306 (Swart).

Claim 1 recites “interfacing said data to one or more independent software applications for processing of said data by said applications wherein one of said independent software applications is an accounts payable program.”

The Office Action recites the definition of an accounts payable from Webster’s College Dictionary 2000, Second and Revised and Updated Random House edition as “a liability to a creditor, usually for purchase[s] of goods and services.” The Office Action states “equivalent in Swart, the banking system maintains the employee’s bank account, the employee can specify to withdraw 2% of the employee’s pay and the banking system automatically deposit[s] the money into a mutual fund (see column 7, lines 40-45).” The Office Action also recites “the employee’s bank account is an account[s] payable because the employee’s bank account can be used to pay for the mutual fund, the banking system is an account[s] payable system because the banking system automatically withdraws the money from the employee’s bank account and deposits the money into the mutual fund.”

Applicant respectfully disagrees. The banking system in Swart is not an accounts payable system because the withdrawal of an employee’s pay in Swart and payment for a mutual fund is not to pay for a liability owed to a creditor. In Swart, there is no existing

obligation or liability that the employee has to buy a mutual fund. In regards to an accounts payable system, a purchase for goods or services is initially made, and then a liability is subsequently owed to a creditor for the goods or services. A payment is then made from an accounts payable system to fulfill the liability. The payment made for the mutual fund in Swart is not to fulfill a liability owed to a creditor. Instead, the employee in Swart is merely investing a portion of their salary into a mutual fund. The employee investment in a mutual fund in Swart does not have a liability incurred that is owed to a creditor. Thus, Applicant fails to see how Swart teaches or suggests an accounts payable program because the employee investment for a mutual fund in Swart does not teach or suggest a system or program for payment of an existing liability to a creditor for purchased goods or services. Absent a teaching or suggestion of an accounts payable program, claim 1 is allowable for at least the above stated reasons.

Claims 2-5 and 7-8 are dependent on claim 1 and are allowable for at least the same reasons as claim 1.

Claims 9, 17, and 25 have a similar limitation of an accounts payable program as in claim 1. Thus, claims 9, 17, and 25 are allowable for at least the same reasons as claim 1. Claims 10-13, 15-16, 18-21, 23-24 are dependent on claims 9 or 17 and are allowable for at least the same reasons as claims 9 or 17.

Claim 26 has a similar limitation of an accounts payable system as in claim 1. Thus, claim 26 is allowable for at least the same reasons as claim 1. Also, claim 26 recites “receive the expense data into the program module, store the expense data in the time and expenses database,” and “transfer the expense data from the time and expenses database to an accounts payable system.” However, the cited portions of Swart (col. 9,

lines 30-37, 60-65; col. 10, lines 5-15; and col. 9, lines 20-24) do not teach or suggest expense data. Instead, the cited portions of Swart relate to employees' times and payroll applications. Applicant fails to see how Swart teaches any expense data that is transferred to an accounts payable system as recited in claim 26. Absent any teaching or suggestion of expense data or an accounts payable system, claim 26 is allowable for at least the above stated reasons.

Claims 27-29 are dependent on claim 26 and are allowable for at least the same reasons as claim 26.

Claims 30 and 41 have similar limitations as claim 26. Thus, claims 30 and 41 are allowable for at least the same reasons as claim 26. Claims 31-40 and 42-49 are dependent on claims 30 or 41 and are allowable for at least the same reasons as claims 30 or 41.

Therefore, Applicant respectfully requests allowance of claims 1-5, 7-13, 15-21, and 23-49.

CONCLUSION

In view of the above remarks, this application is in condition for allowance, and the Examiner is respectfully requested to allow this application. The Examiner is invited to call Applicant's representative at the number below if the Examiner has any questions or if there are remaining outstanding issues.

Respectfully submitted,

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Date: 3/14/05

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